

IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEBRASKA

IN THE MATTER OF	)	Case No. BK 17-80751
	)	Chapter 13
ADAM J. McINTYRE, and	)	
JACQUALINE M. McINTYRE,	)	<b>MOTION FOR RELIEF</b>
	)	<b>FROM STAY</b>
Debtors,	)	

COMES NOW FreedomRoad Financial ("FreedomRoad"), and pursuant to 11 U.S.C. §362(d), moves the Court for an Order granting it relief from the automatic stay as more specifically requested herein. In support of this Motion, Movant provides the following detailed summary of the evidence on which it intends to rely and represents to the Court as follows:

1. Debtors filed a Chapter 13 bankruptcy Petition on or about May 26, 2017.
2. FreedomRoad is the holder of a secured claim against the Debtors, Adam J. McIntyre and Jacqueline M. McIntyre, pursuant to a Promissory Note, Disclosure and Security Agreement ("Contract"). A copy of which is attached hereto, marked as Exhibit "A", and made a part hereof.
3. FreedomRoad has a valid perfected security interest in one (1) 2013 Victory Cross Country Tour, VIN #5VTPW36N7D3023944, (the "Motorcycle") pursuant to the Contract and the security interest of FreedomRoad is reflected on the Electronic Title Document. A true and correct copy of the Electronic Title Document is attached hereto as Exhibit "B."
4. Under the Agreement, the Debtors are required to make monthly payments on the 2013 Victory Cross Country Tour, Debtors have failed to make said payments.
5. FreedomRoad's interest in the Motorcycle is not adequately protected, and the Debtor has not offered FreedomRoad any adequate protection.

6. If FreedomRoad is not permitted to foreclose its security interest in the Motorcycle, it will suffer irreparable injury, loss and damage.

7. Cause exists for the lifting of the stay as provided in *United States Bankruptcy Rule 4001(a)(3)*, thus allowing the requested Order for Relief to immediately be effective should the Court grant FreedomRoad's request for Relief.

8. Debtors' Chapter 13 Plan proposes the surrender of the motorcycle.

9. Further, FreedomRoad requests that, if relief is granted, and after FreedomRoad disposes of the Motorcycle in the ordinary course of business, the court allow FreedomRoad to file an Amended Proof of Claim to claim any deficiency amount, if necessary.

WHEREFORE, SunTrust prays that the Court enter an Order granting FreedomRoad Relief from the Automatic Stay from the Debtor as requested herein, permitting FreedomRoad to foreclose its security interest in the Motorcycle described herein; waiving *United States Bankruptcy Rule 4001(a)(3)*; dispose of the Motorcycle in the normal course of business; granting FreedomRoad the option to file an Amended Proof of Claim claiming any deficiency amount remaining after disposing of the Motorcycle in the ordinary course of business; and giving SunTrust such other and further relief as is just.

DATED this 21<sup>st</sup> day of December, 2017.

FREEDOMROAD FINANCIAL Creditor

By:

  
Frederick D. Stehlik, #15481  
Gross & Welch, P.C., L.L.O.  
2120 South 72<sup>nd</sup> Street  
Suite 1500  
Omaha, NE 68124-2342  
(402) 392-1500  
(402) 392-8101 facsimile

ATTORNEYS FOR CREDITOR

### CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document was served on the following individual by regular U.S. mail, postage prepaid, or electronically, on this 21<sup>st</sup> day of December, 2017.

Francis X. Skrupa, [karen@skrupalaw.com](mailto:karen@skrupalaw.com)

Kathleen Laughlin, [klaughlin@ne13trustee.com](mailto:klaughlin@ne13trustee.com)

Patricia Dugan Fahey, [patricia.dugan@usdoj.gov](mailto:patricia.dugan@usdoj.gov)

Adam J. McIntyre  
2736 Adel Street  
Sioux City, IA 51104

Jacqueline M. McIntyre  
2643 N. 124 Circle  
Omaha, NE 68164



Laurie A. Allmendinger

12527-8#6D06342





# FINOMISSORY NOTE, DISCLOSURE AND SECURITY AGREEMENT

LENDER FreedomRoad Financial  
A DIVISION OF EVERGREEN PRIVATE BANK

BORROWER(S)

DEALER Edwards Motorsports

NAME JACQUELINE MARIE MCINTYRE

ADDRESS 2643 N 124TH Circle

Omaha, NE 68164

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

## DESCRIPTION OF MOTOR VEHICLE PURCHASED:

New or Used	Year	Make and Model	Vehicle Identification Number	Use For Which Purchased
<input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Used	2013	VICTORY CROSS COUNTRY TOUR	5VPTW36N7D3023	<input type="checkbox"/> Personal <input type="checkbox"/> Business

## TRUTH-IN-LENDING DISCLOSURE

944

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
14.19%	\$ 4,042.20 (e)	\$ 10,065.00	\$ 14,107.20 (e)

(e) means an estimate

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
60	235.12	Monthly Beginning 11/21/2016
	0.00	
	0.00	

Security: You are giving Us a security interest in the Motor Vehicle being purchased.

Late Charge: If a payment is more than 10 days late, You will be charged five percent (5%) of the full amount of the scheduled payment.

Filing Fee: \$ 0.00

Prepayment Charge: If You pay off early, You will not have to pay a penalty; and will not be entitled to a refund of a part of the finance charge.

See Your contract documents for any additional information about nonpayment, default, any required prepayment in full before the scheduled date, and prepayment penalties.

## ITEMIZATION OF AMOUNT FINANCED

- Cash Sale Price (including any accessories, extras, services, and taxes) ..... \$ 12,399.00 (1)
- Total Downpayment = Net Trade-In \$ 0.00 + Cash Downpayment \$ 2,500.00  
Your Trade-In is a ..... \$ 2,500.00 (2)
- Unpaid Balance of Cash Price (Amount paid on Your Account) (1 minus 2) paid to dealer ..... \$ 9,899.00 (3)
- Amounts Paid to Others on Your Behalf:
  - To: Credit Insurance Company (single life) ..... \$ 0.00 \*
  - To: Credit Insurance Company (joint life) ..... \$ 0.00 \*
  - To: Accident and Health Insurance Company ..... \$ 0.00 \*
  - To: Public Officials For Title, License, Lien Fee and Registration Fees (Itemize) ..... \$ 0.00
  - Other Charges (Identify Who Must Receive Payment and Describe Purpose)
 

To: _____	For Service Contract	\$ _____ *
To: _____	For GAP Insurance	\$ _____ *
To: _____	For: _____	\$ 0.00 *
To: _____	For: Other Non-Taxable	\$ 166.00 *

 Total Other Charges and Amounts Paid to Others on Your Behalf ..... \$ 166.00 (4)
- Prepaid Finance Charges:
  - Loan Processing Fee ..... \$ \_\_\_\_\_ \*
  - Other: N/A ..... \$ \_\_\_\_\_
 Total Prepaid Finance Charges ..... \$ 0.00 (5)
- Principal Amount (3 + 4 + 5) ..... \$ 10,065.00 (6)
- Amount Financed (6 minus 5) ..... \$ 10,065.00 (7)

\* Dealer may share in or receive a portion of these amounts.

Jacqueline McIntyre 10/22/16  
Borrower's Signature Date

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

Page 1 of 3



**4. SECURITY INTEREST.** You grant the Lender a purchase money security interest in the Motor Vehicle stated on the front of this Contract and any of the following items that are purchased and financed in connection with this Contract: a) any accessories, equipment, and replacement parts installed on the Motor Vehicle; b) any insurance premiums and charges for service or GAP products returned to the Lender; c) any proceeds of insurance policies, service or GAP products on the Motor Vehicle; and d) any proceeds of insurance policies on Your life or health which are financed through this Contract. The purchase money security interest is in addition to any other security interest or lien the Lender holds or which you are required to provide as a condition of the Note. This secures payment of all amounts You owe on the Contract and on any renewal, renewal, or extension of this Contract. It also secures Your other agreements in this contract. To the extent permitted by law, the Collateral under this Contract also secures Your other obligations to the Lender, whether now owing or incurred hereinafter.

### ADDITIONAL TERMS AND CONDITIONS

disclosed in this Agreement, and You agree to pay the Insurance premium with interest in equal installments along with the payments shown on the payment schedule. You understand and agree that if We purchase any physical damage insurance, We will be acting in our interest only. You further understand and agree that the purchased insurance will not contain any liability coverages, will only cover our interest in the Motor Vehicle, may have deductible amounts different than those in Your provided insurance, and may be more expensive than equivalent insurance which You could buy on Your own. You agree that We can purchase such insurance with coverage that will be retroactive to the date Your insurance terminated. You understand and agree that We may receive compensation or reimbursement in connection with such insurance. If the Motor Vehicle is lost or damaged, You agree that We can use any insurance settlement to repair the Motor Vehicle or to apply to Your debt, at our sole and absolute discretion.

**6. INSURANCE OR SERVICE PLAN OR REPAIR PLAN CHARGES RETURNED TO US.** If any charge for required insurance is returned to Us, it may be credited to Your account or used to buy similar insurance or insurance which covers only our interest in the Motor Vehicle. Any refund on optional insurance or service/repair plan obtained by Us will be credited to Your account. Credits to Your account will be in the same manner as payments. You will be notified of what is done.

**7. DISHONORED CHECK CHARGE.** We may charge you a \$25 Fee for the return by a depository institution of a dishonored check, negotiable order of withdrawal or share draft issued in connection with any payment due under this Contract.

**8. DELAY IN ENFORCING RIGHTS: CHANGES TO THIS CONTRACT.** The Lender can delay or refrain from enforcing any of its rights under this Agreement without losing them. For example, We may extend the time for making some payments without extending others. You agree to be bound by any document provided by Us that changes the terms and conditions of this Agreement due to state or federal law requirements. Any change in the terms or conditions of this Agreement must be in writing and signed by the Lender. No oral changes are binding.

**9. DEFAULT.** You will be in default under the Note or other parts of the Agreement if any one or more of the following events occurred: 1) You fail to make a monthly payment within ten (10) days of its due date or any other payment when due; 2) You provide Us false or misleading information in connection with this loan; 3) You die or are declared incompetent; 4) You fail to pay or keep any other promise or any other loan You may have with Us; 5) the Motor Vehicle is damaged or stolen; 6) You breach any agreement or covenant in this Agreement.

**10. FAILURE TO PAY OR KEEP PROMISES AS REQUIRED.** If You do not pay Us as agreed or You are otherwise in default or if an event occurs which substantially reduces the value of the Motor Vehicle which materially impairs Your prospects to pay under this Agreement, We may, at our option, declare the entire unpaid principal amount to be immediately due and owing. You will, following such event, at our request, deliver the Motor Vehicle to a place We designate which is reasonably convenient to both You and Us.

**11. CREDIT REPORTING.** You agree that We may request a consumer credit report in connection with Your application and in connection with an update, renewal, or extension of the credit for which the application is made.

**12. INTEGRATION AND SEVERABILITY.** This agreement contains the entire agreement between You and Us. If any part of this agreement is invalid, all other parts of the agreement will remain valid.

**13. NON-WAIVER.** You agree not to send Us partial payments marked "paid in full", "with prejudice", "without recourse" or any similar restrictive endorsements. If you send these items or complaints to our lockbox or address specified for payment, they shall not be deemed received and the endorsement will not be effective against Us even though We cashed the checks on which such endorsements are contained.

**14. NOTICE OF LIMITED AGENCY.** The dealer has no authority to approve or to make this loan. The dealer is not our agent in connection with the sale of the Motor Vehicle You are purchasing with the proceeds of this loan. The dealer is only authorized to prepare the loan documents and to obtain Your signatures.

**15. CUSTOMER IDENTIFICATION NUMBER (CIN).** Pursuant to requirements of law, including the USA PATRIOT Act, We are obtaining information and will take necessary actions to verify Your identity.

**16. REPOSSESSION OF THE MOTOR VEHICLE FOR FAILURE TO PAY.** If You fail to pay according to the payment schedule or if You break any of the agreements in this Agreement (default), We can take the Motor Vehicle from You (repossession) subject to any right to cure default You may have. To take the Motor Vehicle, We can go on Your land or anywhere the Motor Vehicle is located so long as it is done peacefully. If there are any personal belongings in the Motor Vehicle such as clothing, furniture, and tools, We may store the items. However, We do not have to store them and will not be responsible for the items beyond what the law may require. Any accessories, equipment or replacement parts will remain with the Motor Vehicle.

**17. GETTING THE MOTOR VEHICLE BACK AFTER REPOSSESSION.** If We repossess the Motor Vehicle, then at least 15 days before selling the Motor Vehicle We will send to You a notice of sale disclosing that You have the right to redeem the Motor Vehicle by paying the accelerated balance and other costs of repossession. Under certain circumstances, You may have the right to reinstate the account by paying past due payments plus any late charges, the cost of taking and storing the Motor Vehicle and other expenses that We have or our assignee has had. We will use the net proceeds of the sale to pay all or part of Your debt. If You owe less than the net proceeds of sale, We will pay You the difference, unless We are required to pay it to someone else. For example, We may be required to pay a lender who has given You a loan and also taken a security interest in the Motor Vehicle. If You owe more than the net proceeds of sale, You will pay Us the difference between the net proceeds of the sale and what You owe when We ask for it. If You do not pay this amount when asked, We will charge interest on it. If You have wrongfully damaged the Motor Vehicle, You will be liable to Us for the damages.

**18. ATTORNEY FEES AND COLLECTION COSTS.** To the extent permitted by applicable law, if We hire an attorney other than our salaried employee to collect what You owe, You agree to pay our reasonable attorney's fees, including any incurred in connection with any bankruptcy or appellate proceeding, and any court costs and out of pocket expenses, whether or not the suit is filed, plus interest on such sums at the highest rate allowed by law.

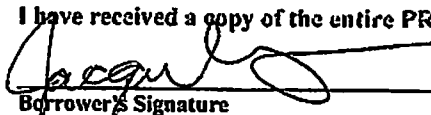
**19. WARRANTY DISCLAIMER.** You understand that the Lender is not offering any warranties and that there are no implied warranties of merchantability, of fitness for a particular purpose, or any other warranties, expressed or implied by the Lender, covering the Collateral.

**Notice: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BORROWER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BORROWER SHALL NOT EXCEED AMOUNTS PAID BY THE BORROWER HEREUNDER.**

**NOTICE TO CONSUMER.** (1) Do not sign this Agreement before You read it; (2) You are entitled to a copy of this Agreement; (3) You may, at any time, prepay the unpaid balance of this Agreement.

**CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE ENTIRE CONTRACT BEFORE YOU SIGN IT.**

I have received a copy of the entire PROMISSORY NOTE, DISCLOSURE AND SECURITY AGREEMENT.

 10/22/16  
Borrower's Signature Date

\_\_\_\_\_  
Co-Borrower's Signature Date Page 3 of 3



Account View

Page 1 of 3



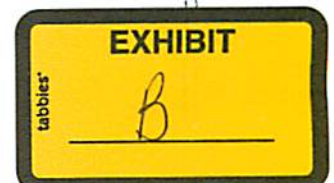
title management system  
Freedom Road Financial (PAA)

Search Work Queues Reports Utilities User Setup

Home Help Resources Contact Log out

Perfected

Account		Actions					
VIN/HIN: 5VPTW36N7D3023944    Status: Perfected (PT)    Titling State: NE    Year: 2013 <b>LOAN</b>							
Account: 2276    Loan:    LoanSuffix:    Branch:    Make: VCTY    Model:							
<b>Overview</b>							
Primary customer: JACQUELINE MARIE MCINTYRE Secondary customer: Home phone: Address: 2643 N 124TH CIR OMAHA, NE 68164-0000 Alert when perfected: <input type="checkbox"/> Client <input type="checkbox"/> CMS User Defined 1: User Defined 2: User Defined 3: Lienholder Status Code: Business Unit: Dealer ID/Name:		Recovery type: Amount Financed: Financed date: 10/22/2016 Booked date: 02/01/2017 Expected payoff date: Payoff date: Perfected date: 2/1/2017 Loan Balance State: NE Account subtype: Loan (F) Expected Contract Type:					
<b>Customers</b>							
	Order	Order	Name	Type	Home Phone	Business Phone	Address
<a href="#">Edit</a>	1	▼	JACQUELINE MARIE MCINTYRE	UNKNOWN			2643 N 124TH CIR OMAHANE68164-0000
<b>Property</b>							
VIN/HIN	Make	Model	Year	Odometer	Damaged?	Insurance Total Loss?	Account Collateral Type
5VPTW36N7D3023944	VCTY		2013		<input type="checkbox"/>	<input type="checkbox"/>	
<b>Dealer Info</b>							
ID:	Type:						
Name:	Status:						
Address:	Dealership:						
Phone:	Contact Name:						
Fax:	Contact Phone:						
Email:	Note:						



Account View

Page 2 of 3

<b>Lien Filing</b>
<b>Release</b>
<b>Duplicate Title</b> Request Date:      Action Date: Status:      Last Worked By: State: Required State Forms: Reason      Requesting Dept: Operations Code:      Billable: <input type="checkbox"/>
<b>Follow Up</b> <u>Client Activities</u>
<b>Direct Lending Services</b>
<b>Additional Documents</b> Additional Documents do not exist for this account
<b>Obsolete Docs</b>

Title	Actions								
VIN/HIN: 5VPTW36N7D3023944    State: NE    Title Number: 16320010131 Year: 2013    Make/Builder: VCTY    Model:									
<b>Title-Electronic Perfecting</b>									
<b>Overview</b> Owner(s): JACQUELINE MARIE MCINTYRE      Closed Date: Lienholder: FREEDOMROAD FINANCIAL      Closed Reason: Match Type: MANUAL      Document Location: Match Date: 2/1/2017 Issuance Date: 11/15/2016 Imported Date: 11/16/2016									
<b>Owners</b>									
<b>Property</b>									
<b>Liens</b>									
<table border="1"><thead><tr><th>Name</th><th>Address</th><th>Lienholder ID</th><th>Lien Date</th></tr></thead><tbody><tr><td>FREEDOMROAD FINANCIAL</td><td>10509 PROFESSIONAL CIR STE 202 Reno, NV 89521</td><td>92630859</td><td>11/15/2016</td></tr></tbody></table>		Name	Address	Lienholder ID	Lien Date	FREEDOMROAD FINANCIAL	10509 PROFESSIONAL CIR STE 202 Reno, NV 89521	92630859	11/15/2016
Name	Address	Lienholder ID	Lien Date						
FREEDOMROAD FINANCIAL	10509 PROFESSIONAL CIR STE 202 Reno, NV 89521	92630859	11/15/2016						
<b>Title Maint</b>									